

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20200  
Docket Number MSX-19899

John H. Dorsey, Referee

PARTIES TO DISPUTE: (Eugene L. Karker  
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(REA Express, Inc.

STATEMENT OF CLAIM: This is to serve notice, as required by the rules of the National Railroad Adjustment Board, of my intention to file an ex parte submission on July 21, 1972 covering an unadjusted dispute between me and the REA Express Co., Chippewa Falls, Wisc., involving the question of vacation pay due me.

I was an employee of REA Express Co. for 17½ years, on Dec. 17, 1971 I was laid off. With vacation that I had coming I was on there payroll until Dec. 24, 1971. In the months of January, February and March I was called back to work for a total of ten days. On February 22 I was called in for a full week to replace a senior employee on vacation, this was a permanent position and still is.

In each of these months I requested my vacation pay through our local agent Mr. R. A. Address at Chippewa Falls, Wisc. who in turn contacted our Area Manager, Mr. E. A. Yarwood, 1235 South 41st Street, Milwaukee, Wisc. Mr. Yarwood refused every one of my vacation request the last on May 23, 1972. He gave the reason that I had to be at work 3 days a week for two months prior to the month that I requested my vacation in.

I have several letters from our union Vice President, Mr. Peroutky of the ERAC Union at Chicago, Ill. saying that this is a violation of the union agreement, that no number of working days are required, that an employee must only be active at work to receive vacation pay. This is how are union agreement under Rule 7 also read.

Mr. Peroutky advised me that their was very little that he could do for me except file a grevience and he claimed that he had hundreds of these on file and none of them were being settled as the Express Co. paid no attention to them.

I have four weeks vacation pay coming at the rate of \$150.49 for a total of \$601.96. I also have \$37.50 coming on supplemental unemploment pay at the rate of \$5.30 Per day for 7 days in the months of Dec. 1971 thru March 3, 1972 that I signed up for and never received.

An oral hearing is not requested.

OPINION OF BOARD: Review of the record in this docket clearly shows that the claim Petitioner is attempting to assert before this Board was not handled on the property of the Carrier in accordance with the provisions of the applicable collective bargaining agreement and as required by Section 3, First (i) of the Railway Labor Act and Circular No. 1 of the National Railroad Adjustment Board. Therefore, the claim is barred from consideration by the Division and will be dismissed.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the claim is barred.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

*A. W. Pauls*  
Executive Secretary

Dated at Chicago, Illinois, this 29th day of March 1974.